

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

CIVIL ACTION NO. 05-11664

LOUIS E. MCBRIDE,	)	
	)	
Plaintiff	)	
	)	
vs.	)	<u>ANSWER OF THE DEFENDANT,</u>
	)	<u>LAFLEUR CRANE SERVICE, INC.,</u>
WOODS HOLE, MARTHA'S	)	<u>TO THE CROSS-CLAIM OF THE</u>
VINEYARD AND NANTUCKET	)	<u>DEFENDANT, WOODS HOLE, MARTHA'S</u>
STEAMSHIP AUTHORITY, AND	)	<u>VINEYARD AND NANTUCKET</u>
LAFLEUR CRANE SERVICE, INC.,	)	<u>STEAMSHIP AUTHORITY</u>
	)	
Defendants	)	

Now comes the defendant, LaFleur Crane Service, Inc., in the above-entitled action and in answer to the plaintiff's complaint by the counts and paragraphs numbered therein and says:

1. The defendant in cross-claim is without sufficient information to admit or deny this allegation.
2. The defendant in cross-claim is without sufficient information to admit or deny this allegation.
3. The defendant in cross-claim admits this allegation.
4. The defendant in cross-claim admits this allegation.
5. The defendant in cross-claim admits this allegation.
6. The defendant in cross-claim denies this allegation.
7. The defendant in cross-claim admits this allegation.
8. The defendant in cross-claim admits this allegation.

COUNT I  
Contribution

9. The defendant in cross-claim reiterates and re-alleges the allegations contained in Paragraphs 1 through 8 inclusive and incorporate same as if fully set forth herein.
10. The defendant in cross-claim denies this allegation.
11. The allegations contained in paragraph 11 of the cross-claim are allegations of law thereby not requiring a response. To the extent a response is required, the defendant in cross-claim denies this allegation.
12. The allegations contained in paragraph 12 of the cross-claim are allegations of law thereby not requiring a response. To the extent a response is required, the defendant in cross-claim denies this allegation.

COUNT II  
Indemnification

13. The defendant in cross-claim reiterates and re-alleges the allegations contained in Paragraphs 1 through 12 inclusive and incorporate same as if fully set forth herein.
14. The defendant in cross-claim denies this allegation.
15. The allegations contained in paragraph 15 of the cross-claim are allegations of law thereby not requiring a response. To the extent a response is required, the defendant in cross-claim denies this allegation.
16. The allegations contained in paragraph 16 of the cross-claim are allegations of law thereby not requiring a response. To the extent a response is required, the defendant in cross-claim denies this allegation.

And further answering in the affirmative, the defendant in cross-claim says:

1. If, in fact, the defendant in cross-claim owed the plaintiff in cross-claim anything, which the defendant in cross-claim denies, the same has been satisfied in full.
2. The defendant/cross-claim plaintiff fails to state a claim for which relief can be granted.
3. That if, in fact, the defendant in cross-claim was negligent, which the defendant in cross-claim denies, the negligence of the plaintiff was of a greater degree than that of the defendant, whereby the plaintiff is barred from recovery.
4. That if, in fact, the defendant in cross-claim was negligent, which the defendant in cross-claim expressly denies, the plaintiff was also negligent and any recovery or verdict for the plaintiff must be reduced by a percentage equal to the comparative negligence of the plaintiff.
5. That if, in fact, the plaintiff was injured through the negligence of some third person, such negligence was on the part of one for whose conduct the defendant in cross-claim was not responsible.
6. The plaintiff has failed to meet those statutory requirements prerequisite to maintain this action.

THE DEFENDANT, LAFLEUR CRANE SERVICE, INC., DEMANDS A TRIAL AS TO ALL TRIABLE ISSUES.

/s/John F. Gleavy

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